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7 **UNITED STATES DISTRICT COURT**
8 **WESTERN DISTRICT OF WASHINGTON**
9 **AT TACOMA**

10 **FRED ENTZMINGER,**) Case No.
11 Plaintiff,)
12 vs.) **COMPLAINT AND JURY DEMAND**
13 **THE SCHREIBER LAW FIRM, PLLC,**)
14 Defendant.)
15 _____)

16 **NATURE OF ACTION**

17 1. This is an action brought pursuant to the Fair Debt Collection Practices Act
18 (“FDCPA”), 15 U.S.C. § 1692 *et seq.*
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20 **JURISDICTION AND VENUE**

21 2. This Court has jurisdiction pursuant to 15 U.S.C. § 1692k(d) and 28 U.S.C. §
22 1331.

23 3. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b), where the
24 acts and transactions giving rise to Plaintiff’s action occurred in this district, where Plaintiff
25 resides in this district, and where Defendant transacts business in this district.
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PARTIES

4. Plaintiff Fred Entzminger (“Plaintiff”) is a natural person who at all relevant times resided in the State of Washington, County of Thurston, and City of Lacey.

5. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3).

6. Defendant The Schreiber Law Firm, PLLC (“Defendant”) is an entity who at all relevant times was engaged, by use of the mails and telephone, in the business of attempting to collect a “debt” from Plaintiff, as defined by 15 U.S.C. § 1692a(5).

7. Defendant is a “debt collector” as defined by 15 U.S.C. § 1692a(6).

FACTUAL ALLEGATIONS

8. Plaintiff is a natural person obligated, or allegedly obligated, to pay a debt owed or due, or asserted to be owed or due, a creditor other than Defendant.

9. Plaintiffs alleged obligation arises from a transaction in which the money, property, insurance, or services that are the subject of the transaction were incurred primarily for personal, family, or household purposes—namely, a personal credit card (the “Debt”).

10. Defendant uses instrumentalities of interstate commerce or the mails in a business the principal purpose of which is the collection of any debts, and/or regularly collects or attempts to collect, directly or indirectly, debts owed or due, or asserted to be owed or due, another.

11. In connection with collection of the Debt, Defendant sent Plaintiff an initial written communication dated January 15, 2014, attached as Exhibit A.

12. Defendant’s letter identified Defendant’s client as “AIM20140107092600.” Exhibit A.

14. In fact, a business search through the Washington Secretary of State website returns no results for such entity.

15. Defendant failed to send written notice to Plaintiff with the name of the current creditor within five days of its initial communication.

16. Plaintiff repeats and re-alleges each and every factual allegation above.

17. Defendant violated 15 U.S.C. § 1692g(a)(2) by failing to meaningfully convey the name of the creditor to whom the debt is owed in its initial communication or in writing within five days thereafter.

- a) Adjudging that Defendant violated 15 U.S.C. § 1692g(a)(2);
- b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. § 1692k(a)(2)(A),
in the amount of \$1,000.00;
- c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. § 1692k(a)(1);
- d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action
pursuant to 15 U.S.C. § 1692k(a)(3);
- e) Awarding Plaintiff pre-judgment and post-judgment interest as permissible by
law; and
- f) Awarding such other and further relief as the Court may deem just and proper.

TRIAL BY JURY

18. Plaintiff is entitled to and hereby demands a trial by jury.

Dated: October 28, 2014

Respectfully submitted,

s/Joseph Panvini

Joseph Panvini (47548)

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